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REQUEST FOR QUOTATIONS - CONSTRUCTION

A. PRICE

The Contractor shall complete all work, including furnishing all labor, material, equipment and services required under this purchase order for the following firm fixed price and within the time specified. This price shall include all labor, materials, all insurances, overhead and profit.

Total Price (including all labor, materials, overhead and profit)	
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A.1 VALUE ADDED TAX

VALUE ADDED TAX (VAT). The Contractor shall include VAT as a separate charge on the Invoice and as a separate line item in Section B.

B. SCOPE OF WORK

The character and scope of the work are set forth in the contract. The Contractor shall furnish and install all materials required by this contract.

In case of differences between small and large-scale drawings, the latter will govern. Where a portion of the work is drawn in detail and the remainder of the work is indicated in outline, the parts drawn in detail shall apply also to all other portions of the work.

C. PACKAGING AND MARKING

Mark materials delivered to the site as follows:

None

D. INSPECTION AND ACCEPTANCE

The COR, or his/her authorized representatives, will inspect from time to time the services being performed and the supplies furnished to determine whether work is being performed in a satisfactory manner, and that all supplies are of acceptable quality and standards.

The Contractor shall be responsible for any countermeasures or corrective action, within the scope of this contract, which may be required by the Contracting Officer as a result of such inspection.

D.1 SUBSTANTIAL COMPLETION

(a) "*Substantial Completion*" means the stage in the progress of the work as determined and certified by the Contracting Officer in writing to the Contractor, on which the work (or a portion designated by the Government) is sufficiently complete and satisfactory. Substantial completion means that the property may be occupied or used for the purpose for which it is intended, and only minor items such as touch-up, adjustments, and minor replacements or installations remain to be completed or corrected which:

- (1) do not interfere with the intended occupancy or utilization of the work, and
- (2) can be completed or corrected within the time period required for final completion.

(b) The "date of substantial completion" means the date determined by the Contracting Officer or authorized Government representative as of which substantial completion of the work has been achieved.

Use and Possession upon Substantial Completion - The Government shall have the right to take possession of and use the work upon substantial completion. Upon notice by the Contractor that the work is substantially complete (a Request for Substantial Completion) and an inspection by the Contracting Officer or an authorized Government representative (including any required tests), the Contracting Officer shall furnish the Contractor a Certificate of Substantial Completion. The certificate will be accompanied by a Schedule of Defects listing items of work remaining to be performed, completed or corrected before final completion and acceptance. Failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use upon substantial completion shall not be deemed an acceptance of any work under the contract.

D.2 FINAL COMPLETION AND ACCEPTANCE

D.2.1 "Final completion and acceptance" means the stage in the progress of the work as determined by the Contracting Officer and confirmed in writing to the Contractor, at which all work required under the contract has been completed in a satisfactory manner, subject to the discovery of defects after final completion, and except for items specifically excluded in the notice of final acceptance.

D.2.2 The "*date of final completion and acceptance*" means the date determined by the Contracting Officer when final completion of the work has been achieved, as indicated by written notice to the Contractor.

D.2.3 FINAL INSPECTION AND TESTS. The Contractor shall give the Contracting Officer at least five (5) days advance written notice of the date when the work will be fully completed and ready for final inspection and tests. Final inspection and tests will be started not later than the date specified in the notice unless the Contracting Officer determines that the work is not ready for final inspection and so informs the Contractor.

D.2.4 FINAL ACCEPTANCE. If the Contracting Officer is satisfied that the work under the contract is complete (with the exception of continuing obligations), the Contracting Officer shall issue to the Contractor a notice of final acceptance and make final payment upon:

- Satisfactory completion of all required tests,
- A final inspection that all items by the Contracting Officer listed in the Schedule of Defects have been completed or corrected and that the work is finally complete (subject to the discovery of defects after final completion), and
- Submittal by the Contractor of all documents and other items required upon completion of the work, including a final request for payment (Request for Final Acceptance).

E. DELIVERIES OR PERFORMANCE

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to:

- (a) commence work under this contract **within 2 weeks before the receipt of the item with the longest lead time.**
- (b) prosecute the work diligently, and,
- (c) Substantial completion must be reached **within 30 calendars after the commencement of work.**

The time stated for completion shall include final cleanup of the premises.

52.211-12 LIQUIDATED DAMAGES - CONSTRUCTION (SEPT 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay liquidated damages to the Government in the amount of **N\$1200** for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Default clause.

CONTRACTOR'S SUBMISSION OF CONSTRUCTION SCHEDULES

(a) The time for submission of the schedules referenced in FAR 52.236-15, "Schedules for Construction Contracts", paragraph (a), is hereby modified to reflect the due date for submission as 15 business days after receipt of an executed contract".

(b) These schedules shall include the time by which shop drawings, product data, samples and other submittals required by the contract will be submitted for approval.

(c) The Contractor shall revise such schedules (1) to account for the actual progress of the work, (2) to reflect approved adjustments in the performance schedule, and (3) as required by

the Contracting Officer to achieve coordination with work by the Government and any separate contractors used by the Government. The Contractor shall submit a schedule, which sequences work so as to minimize disruption at the job site.

(d) All deliverables shall be in the English language and any system of dimensions (English or metric) shown shall be consistent with that used in the contract. No extension of time shall be allowed due to delay by the Government in approving such deliverables if the Contractor has failed to act promptly and responsively in submitting its deliverables. The Contractor shall identify each deliverable as required by the contract.

(e) Acceptance of Schedule: When the Government has accepted any time schedule; it shall be binding upon the Contractor. The completion date is fixed and may be extended only by a written contract modification signed by the Contracting Officer. Acceptance or approval of any schedule or revision thereof by the Government shall not:

- (1) Extend the completion date or obligate the Government to do so,
- (2) Constitute acceptance or approval of any delay, or
- (3) Excuse the Contractor from or relieve the Contractor of its obligation to maintain the progress of the work and achieve final completion by the established completion date.

NOTICE OF DELAY

If the Contractor receives a notice of any change in the work, or if any other conditions arise which are likely to cause or are actually causing delays which the Contractor believes may result in late completion of the project, the Contractor shall notify the Contracting Officer. The Contractor's notice shall state the effect, if any, of such change or other conditions upon the approved schedule, and shall state in what respects, if any, the relevant schedule or the completion date should be revised. The Contractor shall give such notice promptly, not more than ten (10) days after the first event giving rise to the delay or prospective delay. Only the Contracting Officer may make revisions to the approved time schedule.

NOTICE TO PROCEED

(a) After receiving and accepting any bonds or evidence of insurance, the Contracting Officer will provide the Contractor a Notice to Proceed. The Contractor must then prosecute the work, commencing and completing performance not later than the time period established in the contract.

(b) It is possible that the Contracting Officer may elect to issue the Notice to Proceed before receipt and acceptance of any bonds or evidence of insurance. Issuance of a Notice to Proceed by the Government before receipt of the required bonds or insurance certificates or policies shall not be a waiver of the requirement to furnish these documents.

WORKING HOURS

All work shall be performed during **07h30 to 17h00 Monday to Thursday and Friday 07h30 to 12h00**. Other hours, if requested by the Contractor, may be approved by the Contracting Officer's Representative (COR). The Contractor shall give 24 hours in advance to COR who will consider any deviation from the hours identified above. Changes in work hours, initiated by the Contractor, will not be a cause for a price increase.

PRECONSTRUCTION CONFERENCE

A preconstruction conference will be held 10 days after contract award at US Embassy Warehouse to discuss the schedule, submittals, notice to proceed, mobilization and other important issues that effect construction progress. See FAR 52.236-26, Preconstruction Conference.

DELIVERABLES - The following items shall be delivered under this contract:			
<u>Description</u>	<u>Quantity</u>	<u>Deliver Date</u>	<u>Deliver To</u>
Section G. Securities/Insurance	1	10 days after award	CO
Section E. Construction Schedule	1	10 days after award	COR
Section E. Preconstruction Conference	1	10 days after award	COR
Section G. Personnel Biographies	1	10 days after award	COR
Section F. Payment Request	1	Last calendar day of each month	COR
Section D. Request for Substantial Completion	1	15 days before inspection	COR
Section D. Request for Final Acceptance	1	5 days before inspection	COR

F. ADMINISTRATIVE DATA

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is the Facility Assistant Manager.

Payment: The Contractor's attention is directed to Section H, 52.232-5, "Payments Under Fixed-Price Construction Contracts". The following elaborates on the information contained in that clause.

Requests for payment, may be made no more frequently than monthly. Payment requests shall cover the value of labor and materials completed and in place, including a prorated portion of overhead and profit.

After receipt of the Contractor's request for payment, and on the basis of an inspection of the work, the Contracting Officer shall make a determination as to the amount, which is then due. If the Contracting Officer does not approve payment of the full amount applied for, less the retainage allowed by in 52.232-5, the Contracting Officer shall advise the Contractor as to the reasons.

Under the authority of 52.232-27(a), the 14 day period identified in FAR 52.232-27(a)(1)(i)(A) is hereby changed to 30 days.

The Contractor shall submit invoices electronically to the Embassy at the following email address: **Windhoek-fmc-invoice2@state.gov**.

The Contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment.

G. SPECIAL REQUIREMENTS

G.1.0 PERFORMANCE/PAYMENT PROTECTION - The Contractor shall furnish some form of payment protection as described in 52.228-13 in the amount of 50% of the contract price.

G.1.1 The Contractor shall provide the information required by the paragraph above within ten (10) calendar days after award. Failure to timely submit the required security may result in rescinding or termination of the contract by the Government. If the contract is terminated, the Contractor will be liable for those costs as described in FAR 52.249-10, Default (Fixed-Price Construction), which is included in this purchase order.

G.1.2 The bonds or alternate performance security shall guarantee the Contractor's execution and completion of the work within the contract time. This security shall also guarantee the correction of any defects after completion, the payment of all wages and other amounts payable by the Contractor under its subcontracts or for labor and materials, and the satisfaction or removal of any liens or encumbrances placed on the work.

G.1.3 The required securities shall remain in effect in the full amount required until final acceptance of the project by the Government. Upon final acceptance, the penal sum of the performance security shall be reduced to 10% of the contract price. The security shall remain in effect for one year after the date of final completion and acceptance, and the Contractor shall pay any premium required for the entire period of coverage.

G.2.0 INSURANCE - The Contractor is required by FAR 52.228-5, "Insurance - Work on a Government Installation" to provide whatever insurance is legally necessary. The Contractor shall at its own expense provide and maintain during the entire performance period the following insurance amounts:

G.2.1 GENERAL LIABILITY (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury) :

(1) BODILY INJURY, ON OR OFF THE SITE, IN U.S. DOLLARS	
Per Occurrence	U\$10, 000
Cumulative	Statutory as required by host country law.
(2) PROPERTY DAMAGE, ON OR OFF THE SITE, IN U.S. DOLLARS	
Per Occurrence	U\$30, 000
Cumulative	Statutory as required by host country law.

G.2.2 The foregoing types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or

customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

G.2.3 The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to any property of the Contractor, its officers, agents, servants, and employees, or any other person, arising from and incident to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising therefrom, except in the instance of gross negligence on the part of the Government.

G.2.4 The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

G.2.5 The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State", as an additional insured with respect to operations performed under this contract.

G.3.0 DOCUMENT DESCRIPTIONS

G.3.1 SUPPLEMENTAL DOCUMENTS: The Contracting Officer shall furnish from time to time such detailed drawings and other information as is considered necessary, in the opinion of the Contracting Officer, to interpret, clarify, supplement, or correct inconsistencies, errors or omissions in the Contract documents, or to describe minor changes in the work not involving an increase in the contract price or extension of the contract time. The Contractor shall comply with the requirements of the supplemental documents, and unless prompt objection is made by the Contractor within 20 days, their issuance shall not provide for any claim for an increase in the Contract price or an extension of contract time.

G.3.1.1. RECORD DOCUMENTS. The Contractor shall maintain at the project site:

- (1) a current marked set of Contract drawings and specifications indicating all interpretations and clarification, contract modifications, change orders, or any other departure from the contract requirements approved by the Contracting Officer; and,
- (2) a complete set of record shop drawings, product data, samples and other submittals as approved by the Contracting Officer.

G.3.1.2. "As-Built" Documents: After final completion of the work, but before final acceptance thereof, the Contractor shall provide:

- (1) a complete set of "as-built" drawings, based upon the record set of drawings, marked to show the details of construction as actually accomplished; and,

- (2) record shop drawings and other submittals, in the number and form as required by the specifications.

G.4.0 LAWS AND REGULATIONS - The Contractor shall, without additional expense to the Government, be responsible for complying with all laws, codes, ordinances, and regulations applicable to the performance of the work, including those of the host country, and with the lawful orders of any governmental authority having jurisdiction. Host country authorities may not enter the construction site without the permission of the Contracting Officer. Unless otherwise directed by the Contracting Officer, the Contractor shall comply with the more stringent of the requirements of such laws, regulations and orders and of the contract. In the event of a conflict between the contract and such laws, regulations and orders, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.

G.4.1 The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract.

G.4.2 The Contractor shall give written assurance to the Contracting Officer that all subcontractors and others performing work on or for the project have obtained all requisite licenses and permits.

G.4.3 The Contractor shall submit proper documentation and evidence satisfactory to the Contracting Officer of compliance with this clause.

G.5.0 CONSTRUCTION PERSONNEL - The Contractor shall maintain discipline at the site and at all times take all reasonable precautions to prevent any unlawful, riotous, or disorderly conduct by or among those employed at the site. The Contractor shall ensure the preservation of peace and protection of persons and property in the neighborhood of the project against such action. The Contracting Officer may require, in writing that the Contractor remove from the work any employee that the Contracting Officer deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the project is deemed by the Contracting Officer to be contrary to the Government's interests.

G.5.1 If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

G.5.2 After award, the Contractor has ten calendar days to submit to the Contracting Officer a list of workers and supervisors assigned to this project for the Government to conduct all necessary security checks. It is anticipated that security checks will take 5 to 7 days to perform. For each individual the list shall include:

Full Name
Place and Date of Birth

Current Address
Identification number

Failure to provide any of the above information may be considered grounds for rejection and/or resubmittal of the application. Once the Government has completed the security screening and approved the applicants a badge will be provided to the individual for access to the site. This badge may be revoked at any time due to the falsification of data, or misconduct on site.

G.5.3 The Contractor shall provide an English speaking supervisor on site at all times. This position is considered as key personnel under this purchase order.

G.6.0 Materials and Equipment - All materials and equipment incorporated into the work shall be new and for the purpose intended, unless otherwise specified. All workmanship shall be of good quality and performed in a skillful manner that will withstand inspection by the Contracting Officer.

G.7.0 SPECIAL WARRANTIES

G.7.1 Any special warranties that may be required under the contract shall be subject to the stipulations set forth in 52.246-21, "Warranty of Construction", as long as they are not in conflict.

G.7.2 The Contractor shall obtain and furnish to the Government all information required to make any subcontractor's, manufacturer's, or supplier's guarantee or warranty legally binding and effective. The Contractor shall submit both the information and the guarantee or warranty to the Government in sufficient time to permit the Government to meet any time limit specified in the guarantee or warranty, but not later than completion and acceptance of all work under this contract.

G.8.0 EQUITABLE ADJUSTMENTS

Any circumstance for which the contract provides an equitable adjustment that causes a change within the meaning of paragraph (a) of the "Changes" clause shall be treated as a change under that clause; provided, that the Contractor gives the Contracting Officer prompt written notice (within 20 days) stating:

- (a) the date, circumstances, and applicable contract clause authorizing an equitable adjustment and
- (b) that the Contractor regards the event as a changed condition for which an equitable adjustment is allowed under the contract

The Contractor shall provide written notice of a differing site condition within 10 calendar days of occurrence following FAR 52.236-2, Differing Site Conditions.

G.9.0 ZONING APPROVALS AND PERMITS

The Government shall be responsible for:

- obtaining proper zoning or other land use control approval for the project
- obtaining the approval of the Contracting Drawings and Specifications
- paying fees due for the foregoing; and,
- for obtaining and paying for the initial building permits.

H. CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.acquisition.gov/far/> or <http://farsite.hill.af.mil/vffara.htm>. Please note these addresses are subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at [https://www.ecfr.gov/cgi-bin/text-idx?SID=2e978208d0d2aa44fb9502725ecac4e5&mc=true&tpl=/ecfrbrowse/Title48/48chapter6.t](https://www.ecfr.gov/cgi-bin/text-idx?SID=2e978208d0d2aa44fb9502725ecac4e5&mc=true&tpl=/ecfrbrowse/Title48/48chapter6.tpl) to access links to the FAR. You may also use an internet “search engine” (for example, Google, Yahoo, Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clause(s) is/are incorporated by reference (48 CFR CH. 1):

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.202-1	DEFINITIONS (JUN 2020)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT (JUN 2020)
52.213-4	TERMS AND CONDITIONS-SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (FEB 2021)
52.216-7	ALLOWABLE COST AND PAYMENT (JUN 2013)
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

52.222-19	CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2018)
52.222-50	COMBATING TRAFFICKING IN PERSONS (OCT 2020)
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (JUN 2020)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2021)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.228-3	WORKERS’ COMPENSATION INSURANCE (DEFENSE BASE ACT)
52.228-4	WORKERS’ COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.228-11	PLEDGES OF ASSETS (FEB 2021)
52.228-13	ALTERNATIVE PAYMENT PROTECTION (JULY 2000)
52.228-14	IRREVOCABLE LETTER OF CREDIT (NOV 2014)
52.228-15	PERFORMANCE AND PAYMENT BONDS-CONSTRUCTION (JUN 2020)
52.229-6	TAXES - FOREIGN FIXED-PRICE CONTRACTS (FEB 2013)
52.229-7	TAXES- FIXED PRICE CONTRACTS WITH FOREIGN GOVERNMENTS (FEB 2013)
52.232-5	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 2014)
52.232-8	DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
52.232-11	EXTRAS (APR 1984)
52.232-18	AVAILABILITY OF FUNDS (APR 1984)
52.232-22	LIMITATION OF FUNDS (APR 1984)

52.232-25	PROMPT PAYMENT (JULY 2013)
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (MAY 2014)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER – OTHER THAN SYSTEM FOR AWARD MANAGEMENT (JULY 2013)
52.233-1	DISPUTES (MAY 2014) <i>Alternate I (DEC 1991)</i>
52.233-3	PROTEST AFTER AWARD (AUG 1996)
52.236-2	DIFFERING SITE CONDITIONS (APR 1984)
52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)
52.236-5	MATERIAL AND WORKMANSHIP (APR 1984)
52.236-6	SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)
52.236-7	PERMITS AND RESPONSIBILITIES (NOV 1991)
52.236-8	OTHER CONTRACTS (APR 1984)
52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)
52.236-10	OPERATIONS AND STORAGE AREAS (APR 1984)
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)
52.236-12	CLEANING UP (APR 1984)
52.236-13	ACCIDENT PREVENTION (NOV 1991)
52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)
52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)
52.236-26	PRECONSTRUCTION CONFERENCE (FEB 1995)

- 52.242-14 SUSPENSION OF WORK (APR 1984)
- 52.243-4 CHANGES (JUN 2007)
- 52.243-5 CHANGES AND CHANGED CONDITIONS (APR 1984)
- 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (NOV 2020)
- 52.245-2 GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (APR 2012)
- 52.245-9 USE AND CHARGES (APR 2012)
- 52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)
- 52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (JUN 2003)
- 52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)
- 52.246-26 REPORTING NONCONFORMING ITEMS (JUN 2020)
- 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012)
- 52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)
- 52.249-14 EXCUSABLE DELAYS (APR 1984)

I. FAR CLAUSES INCORPORATED IN FULL TEXT

52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN
TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT
(AUG 2020)

(a) Definitions. As used in this clause—

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation,

Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in Federal Acquisition Regulation 4.2104.

(c) Exceptions. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

II. The following Department of State Acquisition Regulation (DOSAR) clause(s) is/are set forth in full text:

**652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD
ISSUANCE PROCEDURES (MAY 2011)**

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor

shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Issuance Procedures may be accessed at <http://www.state.gov/m/ds/rls/rpt/c21664.htm>.

(End of clause)

652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)

Regulations at 22 CFR Part 136 require that U.S. Government employees and their families do not profit personally from sales or other transactions with persons who are not themselves entitled to exemption from import restrictions, duties, or taxes. Should the Contractor experience importation or tax privileges in a foreign country because of its contractual relationship to the United States Government, the Contractor shall observe the requirements of 22 CFR Part 136 and all policies, rules, and procedures issued by the chief of mission in that foreign country.

(End of clause)

CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an e-mail signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(End of clause)

652.236-70 ADDITIONAL SAFETY MEASURES (OCT 2017)

In addition to the safety/accident prevention requirements of FAR 52.236-13, Accident Prevention Alternate I, the contractor shall comply with the following additional safety measures.

(a) *High Risk Activities*. If the project contains any of the following high risk activities, the contractor shall follow the section in the latest edition, as of the date of the solicitation, of the U.S. Army Corps of Engineers Safety and Health manual, EM 385-1-1, that corresponds to the high risk activity. Before work may proceed, the contractor must obtain approval from the COR of the written safety plan required by FAR 52.236-13, Accident Prevention Alternate I (see paragraph (f) below), containing specific hazard mitigation and control techniques.

- (1) Scaffolding;
- (2) Work at heights above 1.8 meters;
- (3) Trenching or other excavation greater than one (1) meter in depth;
- (4) Earth-moving equipment and other large vehicles;
- (5) Cranes and rigging;
- (6) Welding or cutting and other hot work;
- (7) Partial or total demolition of a structure;
- (8) Temporary wiring, use of portable electric tools, or other recognized electrical hazards. Temporary wiring and portable electric tools require the use of a ground fault circuit interrupter (GFCI) in the affected circuits; other electrical hazards may also require the use of a GFCI;
- (9) Work in confined spaces (limited exits, potential for oxygen less than 19.5 percent or combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered to be immediately dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.);
- (10) Hazardous materials - a material with a physical or health hazard including but not limited to, flammable, explosive, corrosive, toxic, reactive or unstable, or any operations, which creates any kind of contamination inside an occupied building such as dust from demolition activities, paints, solvents, etc.; or
- (11) Hazardous noise levels as required in EM 385-1 Section 5B or local standards if more restrictive.

(b) *Safety and Health Requirements.* The contractor and all subcontractors shall comply with the latest edition of the U.S. Army Corps of Engineers Safety and Health manual EM 385-1-1, or OSHA 29 CFR parts 1910 or 1926 if no EM 385-1-1 requirements are applicable, and the accepted contractor's written safety program.

(c) *Mishap Reporting.* The contractor is required to report **immediately** all mishaps to the COR and the contracting officer. A "mishap" is any event causing injury, disease or illness, death, material loss or property damage, or incident causing environmental contamination. The mishap reporting requirement shall include fires, explosions, hazardous materials contamination, and other similar incidents that may threaten people, property, and equipment.

(d) *Records*. The contractor shall maintain an accurate record on all mishaps incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft of property, materials, supplies, or equipment. The contractor shall report this data in the manner prescribed by the contracting officer.

(e) *Subcontracts*. The contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(f) *Written program*. The plan required by paragraph (f)(1) of the clause entitled "Accident Prevention Alternate I" shall be known as the Site Safety and Health Plan (SSHP) and shall address any activities listed in paragraph (a) of this clause, or as otherwise required by the contracting officer/COR.

(1) The SSHP shall be submitted at least 10 working days prior to commencing any activity at the site.

(2) The plan must address developing activity hazard analyses (AHAs) for specific tasks. The AHAs shall define the activities being performed and identify the work sequences, the specific anticipated hazards, site conditions, equipment, materials, and the control measures to be implemented to eliminate or reduce each hazard to an acceptable level of risk. Work shall not begin until the AHA for the work activity has been accepted by the COR and discussed with all engaged in the activity, including the Contractor, subcontractor(s), and Government on-site representatives.

(3) The names of the Competent/Qualified Person(s) required for a particular activity (for example, excavations, scaffolding, fall protection, other activities as specified by EM 385-1-1) shall be identified and included in the AHA. Proof of their competency/qualification shall be submitted to the contracting officer or COR for acceptance prior to the start of that work activity. The AHA shall be reviewed and modified as necessary to address changing site conditions, operations, or change of competent/qualified person(s).

(End of clause)

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

(1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That it has obtained all necessary licenses and permits required to perform this contract; and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

(End of clause)

652.243-70 NOTICES (AUG 1999)

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. All modifications to the contract must be made in writing by the Contracting Officer.

(End of clause)

I. LIST OF ATTACHMENTS

ATTACHMENT NUMBER	DESCRIPTION OF ATTACHMENT	NUMBER OF PAGES
Attachment 1	Sample Bank Letter of Guaranty	1
Attachment 2	Breakdown of Price by Divisions of Specifications	1
Attachment 3	Drawings	Send via email
Attachment 4	Specifications	1

J. QUOTATION INFORMATION

The Offeror shall include Defense Base Act (DBA) insurance premium costs covering employees. The offeror may obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at <http://www.dol.gov/owcp/dlhwc/lscarrier.htm>

A. QUALIFICATIONS OF OFFERORS

Offerors/quoters must be technically qualified and financially responsible to perform the work described in this solicitation. At a minimum, each Offeror/Quoter must meet the following requirements:

- (1) Be able to understand written and spoken English;
- (2) Have an established business with a permanent address and telephone listing;
- (3) Be able to demonstrate prior construction experience with suitable references;
- (4) Have the necessary personnel, equipment and financial resources available to perform the work;
- (5) Have all licenses and permits required by local law;
- (6) Meet all local insurance requirements;
- (7) Have the ability to obtain or to post adequate performance security, such as bonds, irrevocable letters of credit or guarantees issued by a reputable financial institution;
- (8) Have no adverse criminal record; and
- (9) Have no political or business affiliation which could be considered contrary to the interests of the United States.

B. SUBMISSION OF QUOTATIONS

This solicitation is for the performance of the construction services described in SCOPE OF WORK, and the Attachments which are a part of this request for quotation.

Each quotation must consist of the following:		
VOLUME	TITLE	NUMBER OF COPIES
I	Standard Form 1442 including a completed Attachment 2, "BREAKDOWN OF PROPOSAL PRICE BY DIVISIONS OF SPECIFICATIONS	3
II	Performance schedule in the form of a "bar chart" and Business Management/Technical Proposal	3

Submit the complete quotation to the address indicated. If mailed, on Standard Form 18, or if hand-delivered, use the address set forth below:

US Embassy Windhoek
Att: GSO
14 Lossen Street, Ausspannplatz
Windhoek
Namibia

The Offeror/Quoter shall identify and explain/justify any deviations, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this request for quotation in the appropriate volume of the offer.

Volume II: Performance schedule and Business Management/Technical Proposal.

(a) Present the performance schedule in the form of a "bar chart" indicating when the various portions of the work will be commenced and completed within the required schedule. This bar chart shall be in sufficient detail to clearly show each segregable portion of work and its planned commencement and completion date.

(b) The Business Management/Technical Proposal shall be in two parts, including the following information:

Proposed Work Information - Provide the following:

(1) A list of the names, addresses and telephone numbers of the owners, partners, and principal officers of the Offeror;

- (2) The name and address of the Offeror's field superintendent for this project;
- (3) A list of the names, addresses, and telephone numbers of subcontractors and principal materials suppliers to be used on the project, indicating what portions of the work will be performed by them; and,

Experience and Past Performance - List all contracts and subcontracts your company has held over the past three years for the same or similar work. Provide the following information for each contract and subcontract:

- (1) Customer's name, address, and telephone numbers of customer's lead contract and technical personnel;
- (2) Contract number and type;
- (3) Date of the contract award place(s) of performance, and completion dates; Contract dollar value;
- (4) Brief description of the work, including responsibilities; and
- (5) Any litigation currently in process or occurring within last 5 years.

C. 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) A site visit has been scheduled for **May 06, 2021 at 14h00 Namibian time.**

(c) Participants will meet at 28 Gold street Prosperita, Windhoek, Namibia.

D. MAGNITUDE OF CONSTRUCTION PROJECT

It is anticipated that the range in price of this contract will be:

Between U\$25,000 and U\$100,000.

E. LATE QUOTATIONS. Late quotations shall be handled in accordance with FAR.

F. 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting

the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer.

Also, the full text of a solicitation provision may be accessed electronically at: <http://acquisition.gov/far/index.html/> or <http://farsite.hill.af.mil/vffara.htm>. Please note these addresses are subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <http://www.statebuy.state.gov> to access the link to the FAR, or use of an Internet "search engine" (for example, Google, Yahoo or Excite) is suggested to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation provisions are incorporated by reference (48 CFR CH. 1):

<u>PROVISION</u>	<u>TITLE AND DATE</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (AUG 2020)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2017)

K. EVALUATION CRITERIA

Award will be made to the lowest priced, acceptable, responsible quoter. The Government reserves the right to reject quotations that are unreasonably low or high in price.

The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ. The Government will determine responsibility by analyzing whether the apparent successful quoter complies with the requirements of FAR 9.1, including:

- ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- satisfactory record of integrity and business ethics;
- necessary organization, experience, and skills or the ability to obtain them;
- necessary equipment and facilities or the ability to obtain them; and
- otherwise, qualified and eligible to receive an award under applicable laws and regulations.

SECTION L - REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF OFFERORS OR QUOTERS

L.1 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent", as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)", as used in this provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All offerors must submit the information required in paragraphs (d) through (f) of this provision in order to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325 (d), reporting requirements of 26 USC 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

- (d) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 USC 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(e) Taxpayer Identification Number (TIN).

TIN: _____

- ☐ TIN has been applied for.
- ☐ TIN is not required because:
 - ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
 - ☐ Offeror is an agency or instrumentality of a foreign government;
 - ☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of Organization.

- ☐ Sole Proprietorship;
- ☐ Partnership;
- ☐ Corporate Entity (not tax exempt);
- ☐ Corporate Entity (tax exempt);

- ☐ Government Entity (Federal, State or local);
- ☐ Foreign Government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____.

(f) Common Parent.

- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.
- ☐ Name and TIN of common parent:
Name _____
TIN _____

(End of provision)

L.2 FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAR 2020)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 236118, 236220, 237110, 237310, 237990.

(2) The small business size standard is **\$36.5 Million USD**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) (1) If the provision at [52.204-7](#), System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at [52.204-7](#), System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

(i) ☐ Paragraph (d) applies.

(ii) ☐ Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)

(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) [52.203-2](#), Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in [part 13](#);

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) [52.203-11](#), Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) [52.203-18](#), Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.

(iv) [52.204-3](#), Taxpayer Identification. This provision applies to solicitations that do not include the provision at [52.204-7](#), System for Award Management.

(v) [52.204-5](#), Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) [52.204-26](#), Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.

(vii) [52.209-2](#), Prohibition on Contracting with Inverted Domestic Corporations-Representation.

(viii) [52.209-5](#), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(ix) [52.209-11](#), Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(x) [52.214-14](#), Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(xi) [52.215-6](#), Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xii) [52.219-1](#), Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) [52.219-2](#), Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xiv) [52.222-22](#), Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at [52.222-26](#), Equal Opportunity.

(xv) [52.222-25](#), Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at [52.222-26](#), Equal Opportunity.

(xvi) [52.222-38](#), Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xvii) [52.223-1](#), Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at [52.223-2](#), Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xviii) [52.223-4](#), Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

(xix) [52.223-22](#), Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the clause at [52.204-7](#).)

(xx) [52.225-2](#), Buy American Certificate. This provision applies to solicitations containing the clause at [52.225-1](#).

(xxi) [52.225-4](#), Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at [52.225-3](#).

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$83,099, the provision with its Alternate II applies.

(D) If the acquisition value is \$83,099 or more but is less than \$100,000, the provision with its Alternate III applies.

(xxii) [52.225-6](#), Trade Agreements Certificate. This provision applies to solicitations containing the clause at [52.225-5](#).

(xxiii) [52.225-20](#), Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.

(xxiv) [52.225-25](#), Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxv) [52.226-2](#), Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

- ☐ (i) [52.204-17](#), Ownership or Control of Offeror.
- ☐ (ii) [52.204-20](#), Predecessor of Offeror.
- ☐ (iii) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products.
- ☐ (iv) [52.222-48](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Certification.
- ☐ (v) [52.222-52](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.
- ☐ (vi) [52.223-9](#), with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).
- ☐ (vii) [52.227-6](#), Royalty Information.
 - ☐ (A) Basic.
 - ☐ (B) Alternate I.
- ☐ (viii) [52.227-15](#), Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically in SAM website accessed through <https://www.sam.gov>. After reviewing the SAM information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause # Title Date Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM

(End of provision)

L.3 52.204–24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (OCT 2020).

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the offeror has represented that it “does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument” in paragraph (c)(1) in the provision at 52.204–26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212–3, Offeror Representations and Certifications—Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it “does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services” in paragraph (c)(2) of the provision at 52.204–26, or in paragraph (v)(2)(ii) of the provision at 52.212–3.

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(d) *Representation.* The Offeror represents that—

(1) It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☐ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The

Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded “will” in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded “does” in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A)The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B)A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C)Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii)For covered services—

(A)If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B)If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

L.4. 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS REPRESENTATION (NOV 2015)

(a) Definitions. “Inverted domestic corporation” and “subsidiary” have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations ([52.209-10](#)).

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at [9.108-2](#)(b) applies or the requirement is waived in accordance with the procedures at [9.108-4](#).

(c) Representation. The Offeror represents that.

(1) It ☐ is, ☐ is not an inverted domestic corporation; and

(2) It ☐ is, ☐ is not a subsidiary of an inverted domestic corporation.

(End of provision)

L.5. 52.225-18 PLACE OF MANUFACTURE (SEPT 2006)

(a) *Definitions.* As used in this clause—

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

- (1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
 - (2) ☐ Outside the United States.
- (End of provision)

L.6 AUTHORIZED CONTRACTOR ADMINISTRATOR

If the offeror does not fill-in the blanks below, the official who signed the offer will be deemed to be the offeror's representative for Contract Administration, which includes all matters pertaining to payments.

Name:
Telephone Number:
Address:

L.7 52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN – CERTIFICATION (AUG 2009)

(a) *Definitions.* As used in this provision—

“Business operations” means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

“Marginalized populations of Sudan” means—

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

(c) *Certification.* By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

L.8 52.228-17 INDIVIDUAL SURETY—PLEDGE OF ASSETS (BID GUARANTEE).
(FEB 2021)

(End of provision)

L.9. 52.204-26 Covered Telecommunications Equipment or Services-Representation (OCT 2020)

(a) *Definitions.* As used in this provision, “covered telecommunications equipment or services” and “reasonable inquiry” have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(c) *Representations.* (1) The Offeror represents that it ☐ does, ☐ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the Offeror represents that it ☐ does, ☐ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of Provision)

Contracting Officer
U.S. Embassy, Windhoek
14 Lossen Street, Ausspanplatz
Windhoek, Namibia

Letter of Guaranty No. _____

The Undersigned, acting as the duly authorized representative of the bank, declares that the bank hereby guarantees to make payment to the Contracting Officer by check made payable to the Treasurer of the United States, immediately upon notice, after receipt of a simple written request from the Contracting Officer, immediately and entirely without any need for the Contracting Officer to protest or take any legal action or obtain the prior consent of the Contractor to show any other proof, action, or decision by an other authority, up to the sum of **[amount equal to 20% of the contract price in U.S. dollars during the period ending with the date of final acceptance and 10% of the contract price during contract guaranty period]**, which represents the deposit required of the Contractor to guarantee fulfillment of his obligations for the satisfactory, complete, and timely performance of the said contract **[contract number]** for **[description of work]** at **[location of work]** in strict compliance with the terms, conditions and specifications of said contract, entered into between the Government and **[name of contractor]** of **[address of contractor]** on **[contract date]**, plus legal charges of 10% per annum on the amount called due, calculated on the sixth day following receipt of the Contracting Officer's written request until the date of payment.

The undersigned agrees and consents that the Contracting Officer may make repeated partial demands on the guaranty up to the total amount of this guaranty, and the bank will promptly honor each individual demand.

Depository Institution:	<u>[name]</u>
Address:	<u></u>
Representatives:	<u></u>
	Location: <u></u>
	State of Inc.: <u></u>
	Corporate Seal: <u></u>

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ATTACHMENT #2 - UNITED STATES DEPARTMENT OF STATE
BREAKDOWN OF PRICE BY DIVISIONS OF SPECIFICATIONS

Bill of Quantities attached hereto

ATTACHMENT #3 – DRAWINGS

The drawings will be send via email, see cover letter for more information

US EMBASSY WAREHOUSE

Windhoek, Namibia

Solar PV Hybrid Installation for US Embassy Warehouse,
Gold Street, Prosperita

Section 1. Specification of Works

If any requirements contained in this section differ from the technical specifications section and result in a discrepancy, the requirements of this section will take precedence.

1.1. *Scope of work*

The work under this contract consists of the supply, delivery, construction, assembly, erection, installation, testing, commissioning and handing over of the complete works for a Solar PV Hybrid Installation at the US Embassy Warehouse, located in Gold street Prosperita, Windhoek, Namibia.

The summarized scope is as follows (Refer to system architecture):

- Installation of a 2 separate 10.8kWp crystalline solar PV arrays complete with a “on-roof” mounting system. The roof sheeting is IBR type – A penetrative type mounting system fixed to roof sheeting shall be installed, in line with the underneath roof structure as far as possible. Special care shall be taken by the installer to ensure all penetrations are located on roof “peaks” and are properly sealed using EPDM washers or similar.
- Unistrut P2000 rails or similar shall be used to create the mounting system as per the drawings. The P2000 rails shall be fixed to the roof supporting structure with hook bolts, and not to the roof sheeting.
- Installation of 10kW AC-coupled power converter(s) (or on-grid solar inverter(s)) complete with DC surge protection and all other accessories necessary for a complete and fully operation installation.
- Complete installation of a solar charge controllers installed in a 3-phase configuration complete with all necessary components and accessories, which shall control, manage and/or be capable of the following:
 - Manage solar PV production by managing power output based on the Maximum Power Point
 - Shall include graphical display as well as broadcasting of such graphics to remote locations on site as well as off-site monitoring. Data/Information such as power availability, power usage, source production, etc. shall typically be displayed in a user friendly and easy to read format.
 - Installation of 2 separate 16kWh nominal capacity @ 48Vdc (or 11.2kWh @ 70% DoD usable energy) Lithium Ion Battery Bank
 - Installation of an off-grid controller display or equal and approved, connected to all installed inverter as well as battery bank(s).
 - All DC and AC combiner/distribution board(s) complete with all required switchgear, fuses, surge protection and all other necessary equipment and components and labeling for a complete and fully functional & compliant installation.
 - All DC and AC cables for a complete and fully functional installation.
 - The transportation of all equipment to site, fully installed, tested and commissioned in the presence of the Engineer.

The tenderer shall provide as part of their submission the following information:

- A complete and detailed system schematic showing all system components, cable sizes, etc.
-

- All equipment and material datasheets and brochures relevant to assist with the evaluation of the submission.
- String configurations of all Solar PV arrays.
- All programmable settings for all controllers and programmable components of the complete installation.
- Typical response of system to various scenarios.
- Typical display screen options of the system controllers.
- Lead times for all equipment and materials, installation program and availability of installation team to start.
- CVs of all project related staff, in one clear and concise format, clearly indicating intended position for the project, relevant qualifications and experience, as well contact information.
- Organogram of all relevant project staff.

The work shall be complete with all items necessary for the completion of the service in its entirety by the contractor, whether specified in detail or not, and no extra price will be considered for the provision thereof, unless specifically detailed by the contractor in a covering letter submitted with his tender.

The equipment supplied, and the work carried out shall be such that the Employer is provided with a modern, thoroughly reliable installation fully in accordance with the specifications and accepted best practices. The major consideration shall be a long life of satisfactory, trouble-free operation requiring minimum maintenance. The installation of all equipment and material shall be in accordance with the specifications from the manufacturer to ensure that the warranty and guarantee is upheld by the manufacturer.

1.1.1. Work done by others

The Contractor shall be responsible for all work related to this project, even if use is made of sub-contractors to complete portions of the work. All portions of the work shall be priced for, and no other costs related to the scope of work described herein shall be accepted.

1.1.2. Design Responsibilities

The design responsibility of the system rests with the Engineer with regards to the interpretation of the Client's requirements, the general layout and arrangement and the functionality of the system. The detailed installation design responsibility does, however, rest with the Contractor with regard to the design for the installation and manufacturing and the compliance with specifications and requirements which are stipulated in the Contract documents and drawings. Any conflicting design features between the Engineers design and the Contractors design shall be highlighted by the Contractor clearly as part of the submission.

1.1.3. Safety Precautions and Requirements

The Contractor will be responsible for the safety of his personnel, site, and all persons that may be affected directly by the works, at all times. All relevant laws, rules and regulations shall be strictly followed in this regard and all the necessary precautions and measures shall be taken to ensure the safety of personnel, the public and equipment in accordance to "Labour Act Nr 11 of 2007" in conjunction with "Regulation 156, Regulations Relating to the Health and Safety of Employees at Work".

E. Section 2. Technical Specifications

Not all items as per the following sections may be applicable, it is however the duty of the contractor to familiarize himself with these detail specifications, and where necessary to comply with these specifications.

Only the services of registered licensed electricians may be used for electrical installations.

2.1. *Solar PV System*

2.1.1. Photovoltaic Modules

- a) The type of solar PV modules to be used shall be reliable modules with proven track record in performance and operation. Bloomberg New Energy Finance lists PV manufacturers in a tiering system and refers to the highly ranked manufacturers as Tier 1 manufacturers. The Contractor shall therefore ensure that PV modules used are sourced from a Tier 1 manufacturer as listed in the latest version of Bloomberg New Energy Finance.
- b) The module's rated peak power at STC shall be used to determine the peak power of the PV system. The maximum degradation of the PV output from the modules shall not be more than 20 % over a period of 25 years. The degradation over this period shall be linear.
- c) The Contractor shall supply and install PV modules to achieve the specified levels of performance for the required design life of minimum 25 years under the prevailing site conditions, which are to be determined by the Contractor.
- d) Transportation, storage, handling and installation of the modules shall be in accordance with the specifications from the manufacturer, as to not void the module manufacturer's warranty.
- e) Details of the additional loading that will be imposed by the PV system shall be provided to the Engineer as part of the tender submission.
- f) Each solar module shall be marked with the Employer's name and contact details with a non-removable black paint on the back of the solar module.

Photovoltaic (PV) modules shall meet the following requirements:

- a) Crystalline modules shall meet IEC 61215 (2005-04): Crystalline silicon terrestrial photovoltaic (PV) modules – Design qualification and type approval.
 - b) The minimum rating of the solar module(s) shall be 360Wp
 - c) The certificate stating compliance of the supplied module to the above standard shall be submitted to the Engineer if requested.
 - d) The tolerance of the rated output of the PV modules offered shall be positive rated.
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- e) Crystalline modules shall be equipped with a bypass diode(s) which is located in the PV module junction box. Replacement of bypass diodes shall be possible without replacing the module.
- f) Each module shall be factory equipped with output cables of no less than 1 meter which are connected in a sealed weatherproof junction box.
- g) Module DC connectors shall be protection class IP67. All DC connectors on the DC wiring side shall be of the same type.
- h) Labelling: Each module shall be labelled indicating: Manufacturer, Model Number, Serial Number, Maximum Power Point Watt Rating ($W_{peak} \pm \text{tolerance}$), Maximum Power Point Current, Maximum Power Point Voltage, Open Circuit Voltage and Short Circuit Current of each module and the maximum system voltage.
- i) The modules shall be framed with an anodised aluminium frame in such a way as to allow secure fastening to the PV array mounting structure.
- j) All PV modules shall be of the same type and hence interchangeable.

2.1.2. PV Array Mounting Structure

The PV array structure shall be constructed as follows:

Mounting system shall be a penetrative type installation installed on the roof sheeting, and line with the supporting substructure where possible. All penetrations to be adequately sealed to ensure waterproofing.

For non-penetrative type mounting systems, the mounting system shall be approved and certified by the roof sheeting manufacturer/installer to ensure the sheeting waterproofing guarantee remains intact.

The installed structure shall be able to withstand wind speeds of up to 45m/s. It shall be the contractors responsibility to ensure that the system supplied is able to withstand such wind speeds.

The air gap underneath the modules shall be at least 50mm for ventilation.

All fasteners within the array mounting structure are to be of stainless-steel material.

- f) The array structure shall be earthed with 16mm² earth cable minimum at the diagonal ends of all the PV array structure(s) and connected to the existing earthing of the building lightning protection system. All insulated earthing cabling shall be protected from direct sunlight.

2.1.3. PV Array Wiring

The PV array wiring shall meet the following requirements:

- a) DC cables shall be single core with minimum 6mm² cross sectional surface area.
 - b) Cables shall be UV-resistant, doubly insulated, ozone-resistant, temperature-resistant and be rubber type cable.
-

- c) Losses in module cables may not exceed 1% of the nominal installed DC power capacity.
- d) DC connectors shall be IP67 rated.
- e) All modules in the same string shall face the same direction and have the same inclination.
- f) Short-circuit and earth-fault safety shall be ensured through appropriate installation layout.
- g) To avoid inductive surges, the DC cables shall be bundled together as to minimize the electric field. The positive and the negative string conductors shall however be routed with a minimum gap of 100mm.
- h) All DC wiring underneath the array shall be tied to the array structure and not touch the roof sheeting underneath.
- i) Although the DC cable shall be UV resistant, all wiring shall be protected from direct sunlight either by means of appropriately sized & rated protective sleeves or by means of aluminium/galvanized trunking. Care shall be taken that the DC cables are not routed through closed spaces where temperatures increase due to direct sunlight on the channelling.

2.1.4. Charge Regulator

The charge controller shall have the following technical requirements:

- a) The charge controller architecture shall be based on solid-state switching elements.
 - b) The charge controller shall employ a Maximum Power Point Tracking (MPPT) algorithm for systems larger than 5kW_{peak}.
 - c) The charge controller shall be adjusted to the recommended voltage settings of the battery manufacturer.
 - d) PV reverse polarity, output short circuit, and over temperature protection is compulsory.
 - e) The charge controller self-consumption shall be below 30mA @ 48V.
 - f) The charge controller shall be electronically protected against short-circuit and overheating.
 - g) Disconnection of the battery from the charge controller shall not result in any damage to the controller.
 - h) A double pole circuit breaker shall be connected in series to the positive conductor (looped through both circuit breaker poles in series) on the charge controller input. The circuit breakers shall be housed in an appropriate PVC housing. The housing shall cover the terminals of the circuit breakers.
 - i) Overvoltage protection shall be provided on the charge controller inputs.
-

- j) The enclosure (IP42 or higher) of the charge controller shall be constructed to prevent entry by insects and be corrosion resistant.

The Victron Energy SmartSolar Charge Controller MPPT 250V/100A-Tr typically meets these technical specifications. Tenderers may offer equal and approved alternatives; however, tenderers shall be responsible to ensure full compatibility with all other system components.

The Contractor shall ensure all firmware is updated and compatible with all other equipment as specified. Contractor shall ensure all programmable parameters are set as per battery manufacture specifications and all charge controllers are set equally.

2.1.5. Off-Grid Power Converter

The inverter/charger shall meet the following requirements in inverter mode:

- a) The inverter shall generate a single-phase output of 230V and 50Hz. Three inverters may be configured to provide a three phase 400V output.
- b) The output wave form shall be sine wave with less than 5% total harmonic distortion.
- c) The overload capability of the unit shall generate 125% of the nominal power with less than 5% reduction in output voltage, maintained for more than 10 minutes.
- d) The surge capabilities of the unit shall be in excess of 150% of the nominal power for more than 10 seconds.
- e) The unit shall be able to provide reactive power down to 0.7 power factor.
- f) The conversion efficiency shall be better than 80% at 10% of the rated output power and better than 90% at 50% of the rated output power.
- g) The no-load power consumption shall be less than 1% of the rated output power.
- h) The inverter DC cables shall be sized according to the manufacturer's specifications.
- i) The inverter shall be protected on the DC input with a circuit breaker or a NH type fuse.
- j) The inverter shall have electronic overload and short-circuit protection.

The bi-directional power converter shall be able to operate in charge mode from both a grid input or diesel generator input. The requirements are as follows:

- a) The power converter shall be able to adjust its charging current level according to the power availability of the diesel generator.
 - b) The charge characteristics shall be adjustable by the contractor to adapt to different battery set requirements. This shall include timed or up-take current cycle/equalizing charge capabilities as well as float charge.
 - c) The charging mode of the power converter shall load the diesel generator at unity power factor.
-

- d) The power converter input voltage and frequency windows shall be wide enough to avoid multiple change-over switching between inverter and charger mode, while not compromising quality of supply.
- e) The power converter shall prevent a generator over-voltage of more than 250V/440V to pass through to the consumer side assuming that the generator controls have not responded to the over-voltage status.
- f) Battery charging shall be temperature compensated.

The inverter/charger shall automatically shutdown all outputs when the battery DoD (Depth of Discharge) reaches 10% of the total battery bank capacity.

The inverter/charger is required to be able to start/stop a diesel generator. The diesel generator will be started automatically.

The Energy Quattro 48V/10000VA/140A Inverter/Chargers typically meets these technical specifications. Tenderers may offer equal and approved alternatives; however, tenderers shall be responsible to ensure full compatibility with all other system components.

The Contractor shall ensure all firmware is updated and compatible with all other equipment as specified. Contractor shall ensure all programmable parameters are set as per battery manufacture specifications and all charge controllers are set equally.

2.1.6. AC-coupled Power Converter

The specific grid inverter requirements are:

- a) The inverters shall be three phase inverter inverters.
 - b) The inverters shall be compatible with 230/400 VAC, 50 Hz.
 - c) The grid inverters shall have an integrated DC disconnection switch.
 - d) The inverter rating shall be equal or higher than 0.9 times the installed module power (kW_{peak}).
 - e) The inverter shall make use of maximum power point tracking.
 - f) The inverter shall not switch off under overload-conditions (high irradiance or high temperatures) but regulate array power to keep operating at nominal power.
 - g) The inverter shall have an efficiency of more than 95 % at nominal load and not lower than 92 % under partial generation conditions.
 - h) Night-time power consumption shall be lower than 0.5W.
 - i) The inverter shall be:
 - Short-circuit protected,
 - Protected from DC-side polarity reversal.
-

- j) The inverter shall be equipped with over-voltage protection. The over-voltage protection shall have of a minimum 10 kA, or 1 kA per kW_{peak}. The inception and inclination voltage of the protection shall be at least 1.4 times the open-circuit voltage of the PV array at STC.
- k) All modules connected to the same MPPT input of a string inverter shall have the same orientation and inclination.
- l) The inverter enclosure shall be IP65 rated.
- m) The inverters shall be connected with the appropriately rated AC cable into the existing DB, depending on the size of the grid inverter.
- n) The housing of each inverter shall be earthed with 6 mm² insulated earth cable and connected to the earth bar of the DB to which the Solar PV Installation is connected.
- o) The inverter output cable(s) shall be connected to an appropriately sized single phase double pole circuit breakers, or four-pole circuit breaker in the case of a three phase inverter, considering the thermal properties of such a breaker during feed-in from inverter. Nonsense tripping will not be acceptable.

Although the solar inverters are operating on the stand-alone diesel off-grid system, some of the solar inverter grid connection requirements remain in place. These are:

- a) The inverter must be designed specifically for utility grid interconnection of photovoltaic arrays and be capable of automatic, continuous and stable operation over the range of voltages, and frequencies.
 - b) The inverter shall meet the IEC standard: IEC 61727, Photovoltaic systems – Characteristics of utility interface in terms of total harmonic distortion (lower than 5%), flicker and DC current injection.
 - c) The inverter shall be set up in accordance to SABS NRS097-2-1.
 - d) The inverter shall operate at unity power.
 - e) The safe operation of the grid inverter in conjunction with the diesel network must be ensured at all times. In order to safely disconnect from the local grid (due to a disturbance or a loss-of-grid) the grid inverter shall be equipped with a disconnection switching unit which separates the inverter from the local grid. The disconnection switching unit shall have double redundancy.
 - f) The inverter shall make use of an active islanding detection method in order to avoid an unintentional island (a condition where part of the utility network containing a grid connected PV generator continues operation due to a closely matched load, while the utility network has de-energised).
 - g) All settings shall be documented and submitted to the Engineer with the system documentation.
-

2.1.7. Off-grid PV System Controller

The Victron Energy Colour Control GX shall be accepted to allow seamless integration with the abovementioned/specified equipment. Tenderers may offer equal and approved alternatives however, tenderers shall be responsible to ensure full compatibility with all other system components.

The Contractor shall ensure all firmware is updated and compatible with all other equipment as specified.

2.1.8. Battery Storage

The Lithium Iron Phosphate battery storage shall meet the following requirements:

- a) The battery shall be supplied in a self-contained enclosure with integrated Battery Management System (BMS), built-in fuse and DC isolators and automatic pre-charge circuit.
- b) The BMS shall monitor performance variables such as cell voltage and cell temperature as well as provide a serial communication interface (CANBUS) to be connected to the System Controller (specified elsewhere).
- c) Shall have a cycle life of greater than 6000 cycles at 70% DoD
- d) Maximum continuous charge current to be 320A.
- e) Shall operate in environmental temperatures of between -20°C and +65°C
- f) The battery shall have a charge and discharge efficiency of greater than 98% @ C10.
- g) All batteries shall be the same make, model, production year and size.
- h) Battery wiring shall be of the welding cable type in accordance with SANS 1576, with flexible, bunched, stranded copper conductors with 600VDC insulation level in accordance with SANS 1411.
- i) Batteries are to be charged according to the manufacturers specifications.
- j) Each battery shall be engraved with the supply date.
- k) A full battery maintenance kit shall be supplied.

The Blue NOVA or Freedom Won LiFeYP04 type batteries typically meet these technical specifications. Tenderers may offer equal and approved alternatives however, tenderers shall be responsible to ensure full compatibility with all other system components. Furthermore, if alternatives are offered, a cover letter shall be provided to confirm that at least 20% of specified capacity is held as stock in Namibia or South Africa at all times by the supplier - Stock held by tenderer is considered not in compliance.

2.2. *Electrical Wiring*

All wiring shall be colour-coded and/or labelled. AC wiring conventions shall be as follows:

- a) Single phase: Live: Red (Brown); Neutral: Black (Blue); Earth: Yellow/green
- b) Three phase: Line 1: Red; Line 2: White (Yellow); Line 3: Blue; Neutral: Black; Earth: Yell/green
- c) All exposed wiring shall be in UV-resistant conduit and/or galvanized trunking and firmly fastened to building and/or support structure. Cable binders, clamps and other fixing material shall be UV-resistant, preferably made of polyethylene. (Note: Polyvinyl Chloride (PVC) is definitely not UV-resistant and will become brittle within less than one year in direct sunlight – PVC is therefore not acceptable).
- d) Wiring through roofing, walls and other structures shall be protected through the use of bushings and glands.
- e) Termination:
 - Flexible wire shall be terminated with wire ferrules.
 - All studded terminals are to be wired with cable lugs, professionally crimped to the cable.
- f) All cable-joints shall be in junction boxes. The rated current-carrying capacity of the joint shall be 150% of the circuit current rating.
- g) All wiring subject to motion, either by wind, pulling the wire or extreme thermal changes greater than 20 °C, shall be provided with appropriate strain relief.

2.3. Earthing

Earthing, Lightning and Surge protection design shall be done by an earthing, lightning and surge protection specialist in accordance to SANS 10292:2013 and SANS 10313:2010 in conjunction with SANS 62305:2010 and IEC 62305:2010.

2.4. Labelling

The following labelling scheme shall be implemented:

- a) Labels shall be 150mm wide by 100mm high.
- b) DC cable trunking in DB rooms. State solar system, DC voltage and DC warning. Labels shall be 100mm wide by 50mm high.
- c) RS485 communication cable: Label trunking and label cable where it is routed with other data cables.
- d) Label inverters: State solar inverters and give inverter numbers.
- e) Label system controller.

2.5. General

All items shall adhere to the general requirements as per the below where applicable:

- a) The All material supplied shall be new and undamaged.
- b) The Tenderer shall not mix different makes and types of components within a class of equipment (e.g. all 24V relays shall be of the same make and type).
- c) The Contractor shall size the power supplies, circuit breakers, CTs, ammeters and contactors according to their applications and the equipment offered.
- d) Special attention shall be given to the neatness and practical layout of components and their installation.
- e) The Tenderer shall provide or include all special tools required for maintenance or adjustment of components (eg keys, special programming equipment etc).

2.6. Standards and Codes

Where reference is made to any Code of Practice or Standard Specification the latest amendment or edition shall apply. Tenderers and Subcontractors shall ensure that they are acquainted with the contents of such documents.

Installation work shall be carried out in full compliance with the mentioned Codes of Practice and in accordance with good engineering practice.

All material and equipment shall be new and of high quality which complies with the relevant specification. The Contractor shall ensure compliance with these specifications and if requested by the Engineer shall prove compliance at his own cost.

2.6.1. Compliance with Acts, Regulations & Standards

The manufacture of equipment and the complete installation shall be carried out and tested in accordance with the latest issues or amendments of the following regulations and standards, as applicable:

- IEC 60364-7-712, Electrical installation of buildings – Requirements for special installations or locations – Solar photovoltaic (PV) power supply systems
- IEC 61727, Photovoltaic systems – Characteristics of utility interface
- SANS 10142-Part 1 Code of Practice for the Wiring of Premises
- SANS 0400 - The National Building Regulations
- NRS 097-2-1 ‘Grid Interconnection Of Embedded Generation’
- The local Municipal By-laws and Regulations as well as the regulations of the local Supply Authority.
- The Machinery and Occupational Safety Act, Act No. 6 of 1983
- The Mines and Works Regulations, Government Notice No R1609 of 28 September 1962.
- The Factories, Machinery and Building Work Ordinance, Ordinance 34 of 1952 as amended.

It shall be assumed that the Contractor is conversant with the above-mentioned requirements. Should any requirements, by-laws or regulations, which contradict the requirements of this Document, apply or become applicable during the erection of the installation, such requirement, by-law or regulation shall overrule this Document and the Contractor shall immediately inform the Engineer of such a contradiction. Under no circumstances shall the Contractor carry out any

variations to the installation in terms of such contradictions without obtaining the written permission to do so from the Engineer.

2.7. *Testing and Commissioning*

The Sub-Contractor shall be responsible for the complete installation. This shall include the supply and delivery of all the necessary equipment to site, the complete wiring installation of all equipment to the satisfaction of the Engineer. The Sub-Contractor shall ensure that the space provided for installation of the equipment is sufficient. The Sub-Contractor shall ensure that the equipment is installed under the direct supervision of a qualified technician, licensed by and certified to do the installation.

The commissioning of the system will consist of the setup of all equipment needed to ensure that the systems is 100% functional in all aspects and is ready for operation. The commissioning shall include the configuration of the system to Employer's requirements to the satisfaction of the Engineer.

The Subcontractor shall allow for the testing of all equipment to be installed in the facility as and how the equipment is to be used in a normal operating day to ensure the power supply system is able to maintain a constant and reliable power supply to the equipment. 1 week worth of testing shall be allowed for where the Subcontractor shall be on site monitoring the system to make minor tweaks as is necessary.

Any adjustment made during the test shall be recorded on the test sheet.

Any further test, i.e. increased load until set trips, etc. and measurements, as required, shall be carried out in accordance with the Engineer's representative instructions.

The Sub-contractor shall specifically certify that the set is capable of producing its full output without overheating or tripping of any component, when operating continuously under the following conditions:

- Altitude : 0-2000 m above sea level
- Ambient air temperature : 45 °C
- Relative humidity : 90 % non-condensing

Due notice is to be given to the Engineer's representative to attend the test.

2.8. *Handing Over & Guarantees*

When the works, or sections of the works, are ready for hand-over, the Sub-Contractor shall arrange with the Engineer and the Employer's inspector for the inspection and testing of the installation. All parties should be present at the inspection.

The Sub-Contractor shall be responsible for all testing and commissioning arrangements including the cost associated therewith.

All equipment offered shall be guaranteed to be free of defects for a minimum period of 12 months from the date of Practical Completion. Full details must be provided.

2.9. *Operating and Maintenance Manuals*

The Sub-Contractor shall supply comprehensive operating and maintenance manuals for the systems supplied.

The manuals shall be neatly and securely bound and shall be delivered prior to Practical Completion.

The following documents shall be placed adjacent to the various control panels and shall include at least the following information:

- a) Data sheets of the PV modules, grid inverter(s), inverter/charger(s), charge controllers, and battery bank.
- b) A certificate stating that the PV module offered is compliant to the relevant IEC standard.
- c) Operational Manuals of the grid inverter(s) & inverter/charger(s), charge controllers, and battery bank.
- d) PV array structure details: Materials used, strength of materials, dimensions, fastening.

The Contractor shall provide the following documentation for approval by the Engineer prior to commencement of the installation:

- a) Final array structure details.
- b) A module layout diagram showing module string details and wiring diagram showing modules allocated to inverter(s).
- c) If requested by the Engineer: Flash test reports on selected or all modules supplied.

The Contractor shall provide the following documentation with commissioning:

- a) An installation record which states client details, consultant details, contractor details, GPS location, date of installation, date of commissioning, make and model of main components, serial number of modules, inverters and data logger, passwords for data logger and webpage.
 - b) As-built wiring diagram showing the PV modules, grid inverters, AC breakers, three phase busbar, communication wiring, data logger and Ethernet.
 - c) A data sheet of the PV modules.
 - d) A compliance certificate for the PV modules supplied.
 - e) A record of all the serial numbers of the solar PV modules.
 - f) An operating manual of the grid inverter(s), inverter/charger(s), charge controllers, and battery bank.
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- g) A record of all the set-points programmed into the inverter(s).
- h) Maintenance instructions for the local operator of the solar PV system shall state the intervals for cleaning. State clearly on the maintenance instruction that the system can only be maintained by a professional service provider such as yourself.
- i) Display a single line diagram on the wall, which shows the system energy flow and provides the most basic information on the power per array, overall system power and average daily and annual energy generated.
- j) A shut-down and start-up procedure shall be displayed next to the inverter(s). State the steps for shutting down the solar PV system and refer to the circuit breaker numbers as assigned to the double pole (or four pole) circuit breakers in the DB. State clearly on the procedure that this is a system with high DC voltages which can be fatal.

Note that if the number of labels and information on the wall become too much, then the contractor is to propose a suitable means of making the information easily accessible.

2.10. *Training and Support*

The Sub-contractor shall perform training of the personnel who will be responsible for operation of the various systems. Provision must also be made to assist such personnel with ongoing support during the guarantee and maintenance period by means of telephonic support and site visits when necessary.

F. Section 3. Qualification of Tender

3.1. Alterations to Tender

Should the Tenderer choose to offer any alternatives or propose changes to the Conditions of Contract and Contract Requirements, Technical specifications, Schedule of Quantities, Design & Drawings, or to qualify the tender in any way, the Tenderer shall stipulate each change made hereunder or alternatively state them in a covering letter attached to his Tender and referred to hereunder.

If no alterations are made, the Schedule hereunder is to be marked Not Applicable and is to be signed by the Tenderer. Failure to clearly mark any alteration from the Tender specifications shall result in disqualification of the tender.

Clause/Item no.	Reference Page	Description pf proposed alterations

3.2. Schedule of Information

Tenderers shall submit when tendering, all technical brochures and datasheets of all materials and equipment offered, providing all relevant technical details & data, including but not limited to the performance figures, dimensions, capacities and ratings.

Each brochure, datasheet etc. submitted with this tender document shall be clearly labelled, signed and neatly bound with the complete tender document and all other accompanying information.

Failure to accurately show compliance with specifications may result in disqualification of the tender.

Item Name	Description & Rating	Make & model no.	Compliant with specifications	Datasheet
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3.3. *Schedule of Drawings*

The following working drawings shall form an integral part of this document.

Drawing no.	Description	Size
303-001078-01-SOL-001	Panel Layout	A3
303-001078-01-SOL-002	General Arrangement Drawing	A3
303-001078-01-SOL-003	Single Line Diagram	A3
303-001078-01-SOL-004	Inverter Connection	A3
303-001078-01-SOL-005	Earthing Details	A3
303-001078-01-SOL-006	Mounting & Fastening Detail	A3

3.4. *Schedule of Staff*

The complete team responsible for the project including office staff are to be listed below, clearly indicating name, positions/role, years of relevant experience, relevant qualification, and CV attached in required format.

Name	Position for the Project	Years of Experience	Qualifications	CV Attached

3.5. *Contractor's Profit*

P&G rates will be used to calculate the cost of any additional time required to complete the project not due to a delay by the Contractor. Direct material costs shall be used for all materials installed as a result of variations in the scope of work authorised in writing by the Engineer where no corresponding rate for such material exists in the Schedule of Quantities. Direct material costs shall include manufacture, supply and delivery to site but shall exclude direct labour costs for installation. The direct material costs shall be calculated as actual invoice cost plus Sub-Contractor's profit. A normal rate rarely exceeds 12%.

Contractor's profit for direct material costs	%
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By signing the below I/We hereby agree to all items as for this section, and certify that all items are correct to the best of my/our knowledge.

Signature: _____ Date: _____

Company Stamp:

G. Section 7. Schedule of Quantities

1. This Schedule of Quantities forms part of and must be read in conjunction with the Drawings, Specifications and Tender Documents which contain the full descriptions of the work to be done and material and equipment to be supplied and unless otherwise described in the Schedule of Quantities, reference should be made to the Drawings and Specifications for the full meaning of descriptions of work to be done and materials and equipment to be supplied in this service.
2. The rates and prices inserted in the Schedule of Quantities shall (except where otherwise specified), include the handling, cleaning, taxes, profit as well as the general liabilities, obligations, and risks set forth or implied in the contract documents. The overhead charges and profit shall be spread proportionally over the rates of the relative items of the Schedule of Quantities. The Contractor shall have no claim for any further payment in respect of any work or method of execution which may be described or implied in the contract although apparently no corresponding item is given in the Schedule of Quantities.
3. Only major items have been scheduled in the Schedule of Quantities but the work shall be provided complete and all items necessary for completion of the service in its entirety shall be allowed for and provided by the Contractor, whether specified in detail or not, and no extra price will be considered for the provision thereof unless detailed by the Contractor in this tender.
4. General directions and description of plant, equipment, materials and work given in the specification are not repeated in the Schedule of Quantities and reference shall be made to the specifications and drawings for this information.
5. No alteration, erasure or addition is to be made in the text of the Schedule of Quantities. Should any alteration, erasure or addition be made, it will not be recognised but the original wording of the Schedule of Quantities will be adhered to. Any rates or prices altered by the tenderer shall be initialed.
6. All rates and sums of money quoted in this Schedule must be in Namibian Dollars.
7. Tenderers shall exclude Value Added Tax (VAT) from all item rates. Provision is made for the addition of VAT at the end of the Summary. The total carried to the front of the document will include VAT
8. All rates and amounts must be completed on the original Schedule of Quantities. The Schedule of Quantities should be completed as follows:
 - 8.1.1. $\text{Amount} = (\text{Supply Rate} + \text{Labour Rate}) \times \text{Quantity}$
9. Tenderers are advised to check their item extensions and total additions, as no claim for arithmetical errors will be considered.

Failure to comply with the abovementioned will result in disqualification of the tender.
